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7 UNITED STATES DISTRICT COURT
8 DISTRICT OF ARIZONA

9
10 United States of America,
11 Plaintiff,
12 vs.
13 Jacob Allen Etchart, Sr.,
14 Defendant.

CR-21-3061-JCH-MAA
Plea Agreement

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16 The United States of America and the defendant, Jacob Allen Etchart, agree to the
17 following disposition of this matter:

18 PLEA

19 The defendant agrees to plead guilty to Count One of the Indictment, which charges
20 the defendant with a violation of Title 18, United States Code, Sections 922(a)(1)(A) and
21 924(a)(1)(D), Engaging in the Business of Dealing Firearms without a License, a Class D
22 felony offense. The defendant also agrees not to contest the Forfeiture Allegation in the
23 Indictment.

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ELEMENTS OF THE CRIME

The essential elements of Engaging in the Business of Dealing Firearms without a License are that:

- (A) Between on or about March 12, 2020 through on or about January 6, 2021, the defendant was willfully engaged in the business of dealing in firearms; and
- (B) The defendant did not then have a license as a firearms dealer.

STIPULATIONS, TERMS AND AGREEMENTS

The defendant understands the guilty plea is conditioned upon the following terms, stipulations, and requirements:

Maximum Penalties

The defendant understands and agrees that the maximum penalty for the offense to which he is pleading are a fine of \$250,000, a maximum term of five (5) years imprisonment, or both, and a maximum term of three (3) years supervised release. A maximum term of probation is five years, including a minimum term of one year if probation is imposed.

The defendant agrees to pay a fine unless the defendant establishes the applicability of the exceptions contained in § 5E1.2(e) of the Sentencing Guidelines.

Special Assessment: The defendant understands that in accordance with Title 18, United States Code, Section 3013, upon entry of judgment of conviction, there shall be assessed a \$100.00 special assessment for each felony count.

Immigration consequences

The defendant recognizes that pleading guilty may have consequences with respect to his immigration status if the defendant is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which the defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and the defendant understands that no one, including the defendant's attorney or the district court, can predict to a certainty the effect of the defendant's conviction on the defendant's immigration status. The defendant nevertheless

1 affirms that he wants to plead guilty regardless of any immigration consequences that this
 2 plea may entail, even if the consequence is the defendant's automatic removal from the
 3 United States.

4 Agreement Regarding Sentencing:

5 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant
 6 stipulate and agree that the below guideline calculations are appropriate for the charge for
 7 which the defendant is pleading guilty, if the defendant is entitled to Acceptance of
 8 Responsibility:

9 Base Offense Level (§ 2K2.1(a)(7))	12
10 Number of Firearms (§ 2K2.1(b)(1)(E))	+10
11 Acceptance (§ 3E1.1(a))	<u>-3</u>
12 Total Adjusted Offense Level	19

13 b. Sentencing Range: Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States
 14 and the defendant stipulate and agree that the following are the applicable guideline ranges
 15 for the offense, based on the defendant's criminal history category (CHC):

16 30 months imprisonment if the defendant is in CH category I;
 17 33 months imprisonment if the defendant is in CH category II;
 18 37 months imprisonment if the defendant is in CH category III;
 19 46 months imprisonment if the defendant is in CH category IV;
 20 57 months imprisonment if the defendant is in CH category V;
 21 63 months imprisonment if the defendant is in CH category VI.

22 **The parties stipulate that the defendant's sentence shall not exceed the low end**
 23 **of the applicable guideline range as calculated under U.S.S.G. § 1B1.1(a). The**
 24 **government also takes no position on this Court granting the defendant a term of**
 25 **probation.** The defendant may withdraw from the plea agreement if he receives a sentence
 26 that exceeds the low end of the applicable guideline range as calculated under U.S.S.G. §
 27 1B1.1(a).
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1 If the defendant moves for any adjustments in Chapters Two, Three, or Four of the
2 Sentencing Guidelines or any “departures” from the Sentencing Guidelines, the government
3 may withdraw from this agreement. If the defendant argues for a variance under 18 U.S.C.
4 3553(a) in support of a sentence, the government may oppose the requested variance. The
5 government, however, will not withdraw from the agreement if the defendant argues for, and
6 the Court grants, a variance.

7 c. Assets and Financial Responsibility. The defendant shall make a full
8 accounting of all assets in which the defendant has any legal or equitable interest. The
9 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or
10 transfer any such assets or property before sentencing, without the prior approval of the
11 United States (provided, however, that no prior approval will be required for routine, day-
12 to-day expenditures). The defendant also expressly authorizes the United States Attorney’s
13 Office to immediately obtain a credit report as to the defendant in order to evaluate the
14 defendant’s ability to satisfy any financial obligation imposed by the Court. The defendant
15 also shall make full disclosure of all current and projected assets to the U.S. Probation Office
16 immediately and prior to the termination of the defendant’s supervised release or probation,
17 such disclosures to be shared with the U.S. Attorney’s Office, including the Financial
18 Litigation Unit, for any purpose. Finally, the defendant shall participate in the Inmate
19 Financial Responsibility Program to fulfill all financial obligations due and owing under this
20 agreement and the law.

21 d. Acceptance of Responsibility. If the defendant makes full and complete
22 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant’s
23 commission of the offense, and if the defendant demonstrates an acceptance of responsibility
24 for this offense up to and including the time of sentencing, the United States will recommend
25 a two-level reduction in the applicable Sentencing Guidelines offense level pursuant to
26 U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more, the United States
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1 will move the Court for an additional one-level reduction in the applicable Sentencing
2 Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

3 The defendant understands and agrees that this plea agreement contains all the terms,
4 conditions, and stipulations regarding sentencing. If the defendant requests or if the Court
5 authorizes any reduction of sentence not specifically agreed to in writing by the parties, the
6 government may withdraw from the plea agreement.

7 If the Court departs from the terms and conditions set forth in this plea agreement,
8 either party may withdraw.

9 If the Court, after reviewing this plea agreement, concludes any provision is
10 inappropriate, it may reject the plea agreement and allow the defendant an opportunity to
11 withdraw the defendant's guilty plea, all pursuant to Rule 11(c)(5) and Rule 11(d)(2)(A),
12 Fed. R. Crim. P.

13 The defendant understands that if the defendant violates any of the conditions of the
14 defendant's probation or supervised release, the defendant's probation or supervised release
15 may be revoked. Upon such revocation, notwithstanding any other provision of this
16 agreement, the defendant may be required to serve an additional term of imprisonment or the
17 defendant's sentence may otherwise be altered.

18 The defendant and the government agree that this agreement does not in any manner
19 restrict the actions of the government in any other district or bind any other United States
20 Attorney's Office.

21 Disclosure of Information to U.S. Probation:

22 The defendant understands the government's obligation to provide all information in
23 its file regarding the defendant to the United States Probation Office.

24 The defendant understands and agrees to cooperate fully with the United States
25 Probation Office in providing:
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- a. All criminal history information, i.e., all criminal convictions as defined under the Sentencing Guidelines.
- b. All financial information, i.e., present financial assets or liabilities that relate to the ability of the defendant to pay a fine or restitution.
- c. All history of drug and alcohol abuse which would warrant a treatment condition as part of sentencing.
- d. All history of mental illness or conditions which would warrant a treatment condition as part of sentencing.

AGREEMENT AS TO FORFEITURE

a. Defendant, Jacob Allen Etchart, Sr., knowingly and voluntarily agrees to forfeit all right, title and interest in:

- 1) Mossberg model 500A 12-gauge shotgun, SN: P527721
- 2) Glock Inc. model 19 9mm pistol, SN: VFK707
- 3) Harrington & Richardson 1871 Inc. model Pardner 12-gauge shotgun, SN: NZ706044
- 4) Colt model Woodsman .22 caliber pistol, SN: 189109-S
- 5) Winchester model 290 .22 caliber rifle, SN: B1786344
- 6) Anderson Manufacturing model AM-15 multi-caliber rifle, SN: 15278467
- 7) Smith & Wesson model M&P 15 .223 caliber rifle, SN: SW86372
- 8) Ithaca Gun Co. model 37 Featherlight 12-gauge shotgun, SN: 371713291
- 9) Palmetto State Armory model KS47 multi-caliber pistol, SN: KSB001069
- 10) Remington Arms Company, Inc. model M887 12-gauge shotgun, SN: AAE048859A
- 11) Heckler & Koch Inc. model VP9 9mm pistol, SN: 224047444
- 12) Glock Inc. model 19 9mm pistol, SN: BEZ313US
- 13) Ruger model Ruger-57 .57 caliber pistol, SN: 64157479

- 1 14) Keltec, CNC Industries, Inc. model KSG 12-gauge shotgun, SN: XX4U24
- 2 15) Taurus model PT1911 .45 caliber pistol, SN: NBS50810
- 3 16) Aero Precision model M5 multi-caliber pistol, SN: US87249
- 4 17) Glock model GMBH 35 .40 caliber pistol, SN: LFN350
- 5 18) Romarm/Cugir model FPK Paratrooper 7.62x39mm rifle, SN: PT-000416-
6 19RO
- 7 19) Glock Inc. model 22 .40 caliber pistol, SN: HRS161
- 8 20) Diamondback Arms Inc. model DB-15 multi-caliber pistol, SN: DB1524767
- 9 21) Henry Repeating Rifle Company model H001L .22 caliber rifle, SN:
10 C050013H
- 11 22) Microtech Small Arms Research model STG-556 .223 caliber rifle, SN:
12 600P001748
- 13 23) Century Arms International model VZ2008 Sporter 7.62x39mm rifle, SN:
14 VZ06PM-012860
- 15 24) Aero Precision model X15 multi-caliber pistol, SN: X092400
- 16 25) Savage model Mark II .22 caliber rifle, SN: 3531778
- 17 26) Aero Precision model X15 multi-caliber pistol, SN: AR11078
- 18 27) Federal Armament, LLC (FedArm) model FP-15 multi-caliber pistol, SN:
19 P00248
- 20 28) PWS (Primary Weapon Systems) model PCC-9 9mm pistol, SN: PC00852
- 21 29) Palmetto State Armory model KS47 7.62x39mm rifle, SN: KS000913
- 22 30) Romarm/Cugir model Mini Draco 7.62x39mm pistol, SN: PE-5062-2018RO
- 23 31) Smith & Wesson model M&P 9C 9mm pistol, SN: DXH2248
- 24 32) Smith & Wesson model 728 .38 caliber revolver, SN: V725050
- 25 33) Sears/Ted Williams model 3T .22 caliber rifle, SN: R344138
- 26 34) Aero Precision model M4E1 multi-caliber rifle, SN: M40091711
- 27 35) Walter model P22 .22 caliber pistol, SN: WA002909
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- 36) Walter model P22 .22 caliber pistol, SN: L284460
- 37) Springfield Armory, Geneseo, IL model XDS .45 caliber pistol, SN: S3343377
- 38) Colt model Colt Auto .25 caliber pistol, SN: OD32441
- 39) Savage model 1917 .32 caliber pistol, SN: 245546
- 40) Luger model Gesichart 9mm pistol, SN: 78560
- 41) Luger model Gesichart 9mm pistol, SN: 9885
- 42) North American Arms (model unknown) .22 caliber pistol, SN: E172257
- 43) DPMS Inc. (Defense Procurement MFG. Services) model A15 .223 caliber rifle, SN: P026532K
- 44) Colt model Python .357 caliber revolver, SN: K25270
- 45) Glock Inc model 35 .40 caliber pistol, SN: WUZ246
- 46) Outbreak Ordnance LLC. Big Pine Key, FL model Ordnance One multi-caliber rifle, SN: ORD0247
- 47) Aero Precision model X15 multi-caliber pistol, SN: USA33717
- 48) Joe Bob Outfitters model LLC ML-9 multi-caliber pistol, SN: KS9-00208
- 49) CZ (Ceska Zbrokovka) model CZ P-07 9mm pistol, SN: B917304
- 50) CZ (Ceska Zbrokovka) model CZ75 P-09 9mm pistol, SN: B932248
- 51) Heckler & Koch Inc. model VP9 9mm pistol, SN: 224-210732
- 52) Glock Inc. model 19 9mm pistol, SN: ACKZ351
- 53) Springfield Armory, Geneseo, IL model XD-40 .40 caliber pistol, SN: XD457426
- 54) Century Arms International model Draco NAK9 9mm pistol, SN: R0NVMB111814445
- 55) Heckler and Koch model VP9 SK 9mm pistol, SN: 232-040609
- 56) Heckler and Koch model VP9 SK 9mm pistol, SN: 232-040598
- 57) CZ USA model P10C 9mm pistol, SN: C472494
- 58) Glock Inc model 19 9mm pistol, SN: VFK708

- 1 59) Savage model 10 .308 caliber rifle, SN: K328757
- 2 60) Smith & Wesson model 66 .357 caliber revolver, SN: AJA9976
- 3 61) Smith & Wesson model 622 .22 caliber pistol, SN: TCP9096
- 4 62) Ruger model Mark II Target .22 caliber pistol, SN: 221-14432
- 5 63) Zeus Arms (Ammo A-Z LLC) model Magnum 12 gauge shotgun, SN: A00417
- 6 64) I O Inc. (Inter Ordnance) model Sporter 7.62x39mm rifle, SN: F04337
- 7 65) Aresenal Co. Bulgaria model SAM7SF 7.62x39mm rifle, SN: BE532527
- 8 66) CZ (Ceska Zbrojovka) model CZ455 .22 caliber rifle, SN: C400363
- 9 67) Norinco (North China Industries) model Clayco Sports M4 .22 caliber rifle,
10 SN: 8303165
- 11 68) Mauser model 1895 7.62x39mm rifle, SN: K7557
- 12 69) Winchester model 290 .22 caliber rifle, SN: 695542
- 13 70) Remington Arms Company, Inc. model 597 .22 caliber rifle, SN: D2928860
- 14 71) Century Arms International model Draco 9mm pistol, SN:
15 R0NVMB71706175
- 16 72) I O Inc. (Inter Ordnance) model Shadow 15 multi-caliber pistol, SN:
17 SDW00196
- 18 73) Bear Creek Arsenal model BCA15 multi-caliber rifle, SN: 13190
- 19 74) Bear Creek Arsenal model BCA15 multi-caliber rifle, SN: 13831
- 20 75) Ruger model 10/22 .22 caliber rifle, SN: 129-88042
- 21 76) Radical Firearms, LLC model RF-15 multi-caliber rifle, SN: 19-00072
- 22 77) National Ordnance model 1903A3 .30-06 caliber rifle, SN: 5007985
- 23 78) F.N. (FN Herstal) model PS90 .57 caliber rifle, SN: FN124096
- 24 79) Palmetto State Armory model KS47 7.62x39mm rifle, SN: KS000911
- 25 80) Black Weapons Armory, LLC model BWA-15 multi-caliber rifle, SN:
26 ASA10232
- 27 81) American Tactical Imports model ATI AT-477.62x39mm rifle, SN: FS001960
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- 1 82) Century Arms International model SAR-1 7.62x39mm rifle, SN:
2 S1766992003
- 3 83) Palmetto State Armory model PA-X9 multi-caliber pistol, SN: G00670
- 4 84) Arsenal Inc. model Saiga 7.62x39mm rifle, SN: L09105800
- 5 85) FEG model SA2000M 7.62x39mm rifle, SN: EE7708H
- 6 86) Ewbank Manufacturing model EMAKM 7.62x39mm pistol, SN: 000027
- 7 87) Anderson Manufacturing model AM-15 multi-caliber rifle, SN: 16154493
- 8 88) Marlin Firearms Co. model 60 .22 caliber rifle, SN: 08321288
- 9 89) Harrington & Richardson model Topper 58 410-gauge shotgun, SN:
10 AN219302
- 11 90) Norinco (North China Industries) model SKS 7.62x39mm rifle, SN: 11542321
- 12 91) Ruger model 22 Charger .22 caliber pistol, SN: 491-04816
- 13 92) Gaucher Armes S.A. model Stoeger Coachgun 20-gauge shotgun, SN: 433581
- 14 93) Aero Precision model X15 multi-caliber rifle, SN: X085352
- 15 94) Czech Small Arms SA model VZ61 .765 caliber pistol, SN: 6101910
- 16 95) Czech Small Arms SA model VZ61 9mm pistol, SN: 69M00587
- 17 96) Para-Ordnance MFG. Inc. model Hi Cap .40 caliber pistol, SN: P181872
- 18 97) Smith & Wesson model M&P 15 .545 caliber rifle, SN: SM57281
- 19 98) Keltec, CNC Industries, Inc. model PLR-22 .22 caliber pistol, SN: U0113
- 20 99) R&R Enterprises model AR15 multi-caliber rifle, SN: 35214
- 21 100) Ruger model Mini 14 .223 caliber rifle, SN: 185-33206
- 22 101) Keltec, CNC Industries, Inc. model RDB .556 caliber rifle, SN: Z3Y87
- 23 102) Keltec, CNC Industries, Inc. model RDB .556 caliber rifle, SN: Z2V37
- 24 103) High Standard model HD Military .22 caliber pistol, SN: 152800
- 25 104) FNH USA, LLC model FNP45 .45 caliber pistol, SN: 61DMN03373
- 26 105) Para USA, INC. model Hi CAP .45 caliber pistol, SN: P236908
- 27 106) Smith & Wesson model SW1911 .45 caliber pistol, SN: JRK1442
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- 1 107) Franchi model 500 12-gauge shotgun, SN: M32797
- 2 108) Mossberg model 500 12-gauge shotgun, SN: P992766
- 3 109) Springfield Firearms Corporation model M Stevens Co 12 gauge shotgun, SN:
- 4 F17195
- 5 110) DPMS Inc. (Defense Procurement MFG. Services) model A-150 7.62x39mm
- 6 rifle, SN: F135435
- 7 111) DPMS Inc. (Defense Procurement MGF. Services) model LR-308 .308 caliber
- 8 rifle, SN: 31010
- 9 112) IAC model 87-1 12-gauge shotgun, SN: 0800640
- 10 113) Ithaca Gun Co. model 37 Featherlight 12-gauge shotgun, SN: 371312745
- 11 114) Hesse LTD model 47 7.62x39mm rifle, SN: K005744
- 12 115) Norinco (North China Industries) model NHM90 7.62x39mm rifle, SN:
- 13 029371
- 14 116) Armsan Silah Sanayi model Tristar 20 gauge shotgun, SN: A05974
- 15 117) Century Arms International model Tantal Sporter .545 caliber rifle, SN:
- 16 Y002990
- 17 118) Sig Sauer (Sig-Arms) model Sig 556 .556 caliber rifle, SN: JS017874
- 18 119) Rossi model 625A .22 caliber rifle, SN: G257817
- 19 120) Norinco (North China Industries) model Mak90 7.62x39mm rifle, SN:
- 20 94109089
- 21 121) Sig Sauer (Sig-Arms) model P556 .556 caliber pistol, SN: TQ000157
- 22 122) A&LS model RGS 7.62x39mm rifle, SN: 1972EA1456
- 23 123) Spike's Tactical LLC model SL15 multi-caliber rifle, SN: 00669
- 24 124) Ithaca Gun Co. model 37 12-gauge shotgun, SN: 371502534
- 25 125) Winchester model 1894 .30-30 caliber rifle, SN: AC1313
- 26 126) Colt model Competition .223 caliber rifle, SN: CCH037235
- 27 127) New England Firearms model Pardner 12-gauge shotgun, SN: NX511189
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1 128) Century Arms International model AMD65 7.62x39mm rifle, SN:
2 AMD6501232

3 129) Century Arms International ARMS International model Tantal Sporter .545
4 caliber rifle, SN: TTL-C01744

5 130) Century Arms International model M70AB2 7.62x39mm rifle, SN:
6 M70AB28579

7 131) Sig Sauer (Sig-Arms) model 1911 .45 caliber pistol, SN: 54B001611,

8 132) Polymer80, Inc. (P80 Tactical P80) model 22 .40 caliber pistol CAL:40 (SN
9 unknown)

10 133) Century Arms model VSKA 7.62x39mm caliber rifle SN: SV7040016

11 b. Defendant knowingly and voluntarily agrees to waive the administrative claim
12 filed on March 19, 2021, and agrees that the Bureau of Alcohol, Tobacco, Firearms, and
13 Explosives will dispose of the above listed firearms.

14 c. Defendant knowingly and voluntarily agrees not to pursue any filed claims, and
15 to waive all interest in the assets listed above, in any administrative, civil or criminal judicial
16 proceeding, whether state or federal, which may be initiated.

17 d. Defendant knowingly and voluntarily agrees to consent to the entry of orders of
18 forfeiture for the forfeitable assets and waives the requirements of Federal Rules of Criminal
19 Procedure, Rule 32.2 regarding notice of the forfeiture in the charging instrument,
20 announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the
21 judgment.

22 e. The defendant acknowledges that he understands that the forfeiture of assets is
23 part of the sentence that may be imposed in this case and waives any failure by the Court to
24 advise him of this, pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the time
25 his guilty plea is accepted.

26 f. Defendant knowingly and voluntarily agrees to waive all constitutional, legal,
27 and equitable defenses to all constitutional and statutory challenges in any manner (including
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1 direct appeal, habeas corpus, any jeopardy defense or claim of double jeopardy, or any other
2 means), and knowingly and voluntarily agrees to waive any claim or defense under the
3 Eighth Amendment to the United States Constitution, including any claim of excessive fine
4 or punishment, to any forfeiture carried out in accordance with this plea agreement on any
5 grounds.

6 g. Defendant warrants that he is the owner or has an interest in the property listed
7 above, and knowingly and voluntarily agrees to hold the United States, its agents and
8 employees harmless from any claims whatsoever in connection with the seizure or forfeiture
9 of the above-listed assets covered by this agreement.

10 h. Defendant knowingly and voluntarily agrees and understands the forfeiture of
11 the assets listed above shall not be treated as satisfaction of any assessment, fine, restitution,
12 cost of imprisonment, or any other penalty this Court may impose upon the defendant in
13 addition to the forfeiture.

14 Reinstitution of Prosecution

15 If the defendant's guilty plea is rejected, withdrawn, vacated, or reversed by any court
16 in a later proceeding, the government will be free to prosecute the defendant for all charges
17 as to which it has knowledge, and any charges that have been dismissed because of this plea
18 agreement will be automatically reinstated. In such event, the defendant waives any
19 objections, motions, or defenses based upon the Speedy Trial Act or the Sixth Amendment
20 to the Constitution as to the delay occasioned by the later proceedings.

21 Waiver of Defenses and Appeal Rights

22 Provided the defendant receives a sentence in accordance with this plea agreement,
23 the defendant waives (1) any and all motions, defenses, probable cause determinations, and
24 objections that the defendant could assert to the indictment or information; and (2) any right
25 to file an appeal, any collateral attack, and any other writ or motion that challenges the
26 conviction, an order of restitution or forfeiture, the entry of judgment against the defendant,
27 or any aspect of the defendant's sentencing-including the manner in which the sentence is
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1 determined, the determination whether defendant qualifies for “safety valve” (U.S.S.G. §
2 5C1.2 and 18 U.S.C. § 3553(f)), and any sentencing guideline determinations, including the
3 district court’s determination of the criminal history category. The sentence is in accordance
4 with this agreement if the sentence imposed does not exceed the low end of the sentencing
5 guidelines range as calculated under U.S.S.G. § 1B1.1(a), in this case, 30 months. The
6 defendant further waives: (1) any right to appeal the Court’s entry of judgment against
7 defendant; (2) any right to appeal the imposition of sentence upon defendant under Title 18,
8 United States Code, Section 3742 (sentence appeals); (3) any right to appeal the district
9 court’s refusal to grant a requested variance; (4) any right to collaterally attack defendant’s
10 conviction and sentence under Title 28, United States Code, Section 2255, or any other
11 collateral attack; and (5) any right to file a motion for modification of sentence, including
12 under Title 18, United States Code, Section 3582(c) (except for the right to file a
13 compassionate release motion under 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of
14 such a motion). The defendant acknowledges that this waiver shall result in the dismissal of
15 any appeal or collateral attack the defendant might file challenging his/her conviction or
16 sentence in this case. If the defendant files a notice of appeal or a habeas petition,
17 notwithstanding this agreement, defendant agrees that this case shall, upon motion of the
18 government, be remanded to the district court to determine whether defendant is in breach
19 of this agreement and, if so, to permit the government to withdraw from the plea agreement.
20 This waiver shall not be construed to bar an otherwise-preserved claim of ineffective
21 assistance of counsel or of “prosecutorial misconduct” (as that term is defined by Section
22 II.B of Ariz. Ethics Op. 15-01 (2015)).
23

24 Plea Addendum

25 This written plea agreement, and any written addenda filed as attachments to this plea
26 agreement, contain all the terms and conditions of the plea. Any additional agreements, if
27 any such agreements exist, shall be recorded in separate documents and may be filed with
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1 the Court under seal. Accordingly, additional agreements, if any, may not be in the public
2 record.

3
4 WAIVER OF DEFENDANT'S RIGHTS AND FACTUAL BASIS

5 Waiver of Rights

6 I have read each of the provisions of the entire plea agreement with the assistance of
7 counsel and understand its provisions. I have discussed the case and my constitutional and
8 other rights with my attorney. I understand that by entering my plea of guilty I will be giving
9 up my rights to plead not guilty, to trial by jury, to confront, cross-examine, and compel the
10 attendance of witnesses, to present evidence in my defense, to remain silent and refuse to be
11 a witness against myself by asserting my privilege against self-incrimination -- all with the
12 assistance of counsel -- and to be presumed innocent until proven guilty beyond a reasonable
13 doubt.

14 I agree to enter my guilty plea as indicated above on the terms and conditions set forth
15 in this agreement.

16 I have been advised by my attorney of the nature of the charges to which I am entering
17 my guilty plea. I have further been advised by my attorney of the nature and range of the
18 possible sentence.

19 My guilty plea is not the result of force, threats, assurances or promises other than the
20 promises contained in this agreement. I agree to the provisions of this agreement as a
21 voluntary act on my part, rather than at the direction of or because of the recommendation
22 of any other person, and I agree to be bound according to its provisions.

23 I fully understand that, if I am granted probation or placed on supervised release by
24 the court, the terms and conditions of such probation/supervised release are subject to
25 modification at any time. I further understand that, if I violate any of the conditions of my
26 probation/supervised release, my probation/supervised release may be revoked and upon
27 such revocation, notwithstanding any other provision of this agreement, I may be required
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1 to serve an additional term of imprisonment, or my sentence may otherwise be altered. I
2 agree that any Guidelines Range referred to herein or discussed with my attorney is not
3 binding on the court and is merely an estimate.

4 I agree that this written plea agreement contains all the terms and conditions of my
5 plea and that promises made by anyone (including my attorney), and specifically any
6 predictions as to the guideline range applicable, that are not contained within this written
7 plea agreement are without force and effect and are null and void.

8 I am satisfied that my defense attorney has represented me in a competent manner.

9 I am fully capable of understanding the terms and conditions of this plea agreement.
10 I am not now on or under the influence of any drug, medication, liquor, or other intoxicant
11 or depressant, which would impair my ability to fully understand the terms and conditions
12 of this plea agreement.

13
14 Factual Basis

15 I agree that the following facts accurately describe my conduct in connection with the
16 offense to which I am pleading guilty; and, that if this matter were to proceed to trial, the
17 government could prove the elements of the offense beyond a reasonable doubt based on the
18 following facts:

19 Between on or about March 12, 2020, through on or about January 6, 2021, I
20 **Jacob Allen Etchart, Sr.**, was willfully engaged in the business of dealing in
21 firearms, that is the buying and selling of firearms, including each and every
one of the 133 firearms listed in the indictment. I did not have a license to deal
in firearms during this time-period.

22
23 10/31/23
24 Date

25 
26 _____
Jacob Allen Etchart, Sr.
Defendant

27 DEFENSE ATTORNEY'S APPROVAL

28 I have discussed this case and the plea agreement with my client, in detail and have
advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the constitutional

1 and other rights of an accused, the factual basis for and the nature of the offense to which the
 2 guilty plea will be entered, possible defenses, and the consequences of the guilty plea
 3 including the maximum statutory sentence possible and Defendant's waiver of her right to
 4 appeal. I have further discussed the sentencing guideline concept with the defendant. No
 5 assurances, promises, or representations have been given to me or to the defendant by the
 6 United States or by any of its representatives which are not contained in this written
 7 agreement.

8 I concur in the entry of the plea as indicated above and on the terms and conditions
 9 set forth in this agreement as in the best interests of my client. I agree to make a bona fide
 10 effort to ensure that the guilty plea is entered in accordance with all the requirements of Fed.
 11 R. Crim. P. 11.

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 15 10/31/23
 16 Date

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 Robert Clay Hernandez, Esq.
 Attorney for the defendant

GOVERNMENT'S APPROVAL

19 I have reviewed this matter and the plea agreement. I agree on behalf of the United
 20 States that the terms and conditions set forth are appropriate and are in the best interests of
 21 justice.

22 GARY M. RESTAINO
 23 United States Attorney
 24 District of Arizona

25 Digitally signed by SERRA
 26 TSETHLIKAI
 27 Date: 2023.10.27 13:47:45
 28 -07'00'

SERRA M. TSETHLIKAI
 Assistant U.S. Attorney